

Appendix A
Los Alamos National Laboratory
GENERAL PROVISIONS
INTEGRATED CONTRACTOR ORDERS - WORK ON-SITE

Table of Contents

No.	Provision Title	Page
1.	LANL 101, Definitions (Jan 2007)	2
2.	LANL 103-A, Disputes (Jan 2007)	2
3.	LANL 107, Clauses Incorporated by Reference (May 2006)	4
3-1	DEAR 952.250-70, Nuclear Hazards Indemnity Agreement (Jun 1996)	5
3-2	DEAR 952.204-2, Security (May 2002).....	5
3-3	DEAR 952.204-70, Classification/Declassification (Sep 1997)	5
3-4	DEAR 970.5204-1, Counterintelligence (Dec 2000)	5
4.	LANL 130, Subcontracts with LANS' Team Members and Team Member Affiliates (Jul 2006).....	5
5.	LANL 220, New Mexico Gross Receipts Tax (Jul 2006).....	6
6.	LANL 301, Environment, Safety, and Health--Work Planning and Execution (Apr 2006)	6
7.	LANL 303, Control and Removal of Subcontractor Employees Working on Site (Apr 2006)	7
8.	LANL 304, Compliance with Laboratory Site Health and Safety Requirements (Apr 2006).....	8
9.	LANL 308, On-site Use of Radioactive Devices (Jun 2002)	8
10.	LANL 309, Liability for Fines and Penalties (Apr 2006)	8
11.	LANL 310, Security Procedures (Jul 2006).....	8
12.	LANL 311, Operations Security Program (Jun 2002)	12
13.	LANL 312, Special Radiological Conditions (Aug 2006) [This clause applies only if work is performed on-site at Los Alamos National Laboratory within a radiation controlled area.].....	12
14.	LANL 314, Laws, Regulations, DOE Directives, and LANL Policies (Jan 2007)	15

Appendix A
Los Alamos National Laboratory
GENERAL PROVISIONS
INTEGRATED CONTRACTOR ORDERS - WORK ON-SITE

1. LANL 101, Definitions (Jan 2007)

As used in this subcontract, the following terms have the meanings stated:

- (a) "*Contract Administrator*" means the representative of LANS authorized to address contractual issues and execute and administer LANS' subcontracts at the Laboratory.
- (b) "*Contracting Officer*" means the representative of NNSA with authority to enter into, administer, and terminate contracts and make related determinations and findings, and includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (c) "*DEAR*" means the DOE Acquisition Regulation at 48 CFR Parts 901 to 970.
- (d) "*DOE*" means the United States Department of Energy.
- (e) "*FAR*" means the Federal Acquisition Regulation at 48 CFR Chapter 1.
- (f) "*Government*" means the United States of America.
- (g) "*Head of Agency*" means the Secretary, Deputy Secretary, or Under Secretary of DOE or the Administrator of NNSA.
- (h) "*Laboratory*" or "*LANL*" means the Los Alamos National Laboratory, a federally funded research and development center owned by the U.S. Department of Energy National Nuclear Security Administration.
- (i) "*NNSA*" means the National Nuclear Security Administration.
- (j) "*LANS*" means Los Alamos National Security, LLC, a limited liability company, which manages and operates the Laboratory for DOE/NNSA pursuant to Contract No. DE-AC52-06NA25396 between the U.S. Department of Energy National Nuclear Security Administration and Los Alamos National Security, LLC.
- (k) "*Days*" means calendar days unless otherwise provided.

2. LANL 103-A, Disputes (Jan 2007)

(a) *Definitions.* For purposes of this clause:

- 1) "*Board*" means the General Services Board of Contract Appeals or such successor Board as may be established by law.
- 2) "*Arbitration decision*" means a decision of the Board in an arbitration pursuant to this clause.
- 3) "*Claim*" means a written demand or written assertion by either contracting party seeking as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of a subcontract term, or other relief arising under or relating to this subcontract. A voucher, invoice, or other request for payment or equitable adjustment under the terms of the subcontract that is not in dispute when submitted is not a claim. The Subcontractor may convert such submission into a claim if it is disputed either as to liability or amount, or is not acted upon in a reasonable time, by demanding a decision by the Contract Administrator.

Appendix A
Los Alamos National Laboratory
GENERAL PROVISIONS
INTEGRATED CONTRACTOR ORDERS - WORK ON-SITE

- 4) "*Counterclaim*" means a claim asserted in a pleading filed with the Board in an arbitration proceeding pursuant to this clause which arises from the same occurrence or transaction that is the subject matter of the opposing party's claim. Counterclaims do not need to be submitted to the Contract Administrator for decision.
 - 5) "*Rules of the Board*" means the Board's rules promulgated at 41 CFR Part 6101 and 6102 or as promulgated by a successor Board.
- (b) *Nature of the Subcontract.* This subcontract is not a Government contract and, therefore, is not subject to the Contract Disputes Act of 1978 (41 U.S.C. §§601-613). The Subcontractor acknowledges that DOE is not a party to the subcontract and, for purposes of the subcontract, LANS is not an agent of DOE. Consequently, the provision for arbitration by the Board, as provided for in this clause, does not create or imply the existence of privity of contract between the Subcontractor and DOE.
- (c) *Scope of Clause.* The rights and procedures set forth in this clause are the exclusive rights and procedures for resolution of all claims and disputes arising under, or relating to, this subcontract, and no action based upon any claim or dispute arising under, or relating to, this subcontract shall be brought in any court except as provided in this clause. The parties shall be bound by any arbitration decision rendered pursuant to this clause, which shall be vacated, modified, or corrected only as provided in the Federal Arbitration Act (9 U.S.C. §§1-16). An arbitration decision may only be enforced in any court of competent jurisdiction in the State of New Mexico.
- (d) *Filing a Claim/Contract Administrator's Decision.*
- 1) Unless otherwise provided in this subcontract, the Subcontractor must file any claim against LANS within 60 Days after the Subcontractor knew or should have known the facts giving rise to the claim. Failure to file a claim within the period prescribed by this paragraph shall constitute a waiver of the Subcontractor's right, if any, to an equitable adjustment under the subcontract.
 - 2) The Subcontractor shall submit any claim in writing to the Contract Administrator who shall issue a decision on the matter within 60 Days of receipt of the claim. If the Contract Administrator fails to issue a decision within 60 Days, the Subcontractor may request mediation or demand for arbitration as provided in paragraphs (e) and (f) of this clause.
 - 3) LANS may, at any time prior to final payment under the subcontract or expiration of any warranty period, whichever is later, file a claim against the Subcontractor by issuing a written decision by the Contract Administrator asserting such a claim.
 - 4) The decision of the Contract Administrator shall be final and conclusive unless the Subcontractor requests mediation or demands arbitration in accordance with the terms of this clause.
- (e) *Request for Mediation.*
- 1) If the decision of the Contract Administrator is not satisfactory to the Subcontractor or the Contract Administrator has failed to timely issue a decision in accordance with subparagraph (d) 2) of this provision and the Subcontractor desires to pursue further action, the Subcontractor may request that the matter be scheduled for mediation. The request for mediation must be made within 45 Days after receipt of the Contract Administrator's decision.
 - 2) If the Contract Administrator believes that mediation of the dispute is likely to lead to a satisfactory resolution, he or she will so inform the Subcontractor and the matter will be scheduled for mediation. The parties will agree on the format of the mediation and will jointly

Appendix A
Los Alamos National Laboratory
GENERAL PROVISIONS
INTEGRATED CONTRACTOR ORDERS - WORK ON-SITE

select the mediator. The cost of the mediator and related expenses shall be divided evenly between the parties.

- 3) If the Contract Administrator decides that mediation is not likely to lead to a satisfactory resolution of the claim, or that a mediation undertaken pursuant to this clause has been unsuccessful, he or she will so inform the Subcontractor in writing.
- (f) *Demand for Arbitration.* If the decision of the Contract Administrator is not satisfactory to the Subcontractor, or if the Subcontractor's request for mediation has been denied, or a mediation undertaken pursuant to paragraph (e) of this clause has been unsuccessful, or the Contract Administrator has failed to timely issue a decision in accordance with subparagraph (d) 2) of this provision and the Subcontractor desires to pursue further action, the Subcontractor must submit to the Board a written demand for arbitration of the claim within 45 Days after receipt of the Contract Administrator's decision, or within 45 Days after the Contract Administrator notifies the Subcontractor that its request for mediation has been denied or that the mediation undertaken pursuant to paragraph (e) has been unsuccessful, whichever is later.
- (g) *Arbitration Procedures/Costs.* The Board shall arbitrate the claim and any counterclaims in accordance with the Rules of the Board. All claims for \$100,000 or less shall be arbitrated under the Board's Small Claims (Expedited) Procedure (Rule 202). All other claims, regardless of dollar amount, shall be arbitrated under the Board's Accelerated Procedure (Rule 203). Both parties shall be afforded an opportunity to be heard and to present evidence in accordance with the Rules of the Board. Unless the Board orders otherwise, each party shall pay its own costs of prosecuting or defending an arbitration before the Board.
- (h) *Review of Arbitration Decision.* An arbitration decision shall be final and conclusive unless a party files a timely action to vacate, modify, or correct the decision pursuant to the Federal Arbitration Act.
- (i) *Subcontractor Performance Pending Claim Resolution.* The Subcontractor shall proceed diligently with performance of the subcontract and shall comply with any decision of the Contract Administrator pending final resolution of any claim or dispute arising under, or relating to, the subcontract.
- (j) *Choice of Law.* The subcontract shall be governed by federal law as provided in this paragraph. Irrespective of the place of award, execution, or performance, the subcontract shall be construed and interpreted, and its validity determined, according to the federal common law of government contracts as enunciated and applied to prime government contracts by the federal boards of contract appeals and federal courts having appellate jurisdiction over their decisions rendered pursuant to the Contract Disputes Act of 1978. The Federal Arbitration Act, other federal statutes, and federal rules shall govern as applicable. To the extent that federal common law of government contracts is not dispositive, the laws of the State of New Mexico shall apply.
- (k) *Interest.* Interest on amounts adjudicated due and unpaid by a party shall be paid from the date the complaining party files a demand for arbitration with the Board. Interest on claims shall be paid at the rate established by the Secretary of the Treasury of the United States pursuant to Public Law 92-41 (85 Stat. 97).
3. LANL 107, Clauses Incorporated by Reference (May 2006)
- (a) The Federal Acquisition Regulation (FAR) and the DOE Acquisition Regulation (DEAR) clauses listed below, which are codified in Chapters 1 and 9, respectively, of Title 48 of the Code of Federal Regulations, are, as prescribed below, incorporated into the subcontract by this reference as a part of these General Provisions with the same force and effect as if they were given in full text. The full text of the clauses may be accessed electronically at <http://acquisition.gov/comp/far/index.html> (FAR) and

Appendix A
Los Alamos National Laboratory
GENERAL PROVISIONS
INTEGRATED CONTRACTOR ORDERS - WORK ON-SITE

<http://professionals.pr.doe.gov/ma5/MA-5Web.nsf/Procurement/Acquisition+Regulation?OpenDocument> (DEAR).

- (b) The Subcontractor is bound by each of the FAR and DEAR clauses listed in this clause to the same extent that a prime contractor would be bound to the Government in a prime contract with the same clauses. The application of these clauses to the subcontract is governed solely by the provisions of this clause and not by guidance provided in the FAR and DEAR.
- (c) Wherever necessary to make the context of the unmodified FAR and DEAR clauses applicable to this subcontract:
 - 1) The term "Contractor" and "contract" shall mean "Subcontractor" and "subcontract," except when the reference is to the "prime contractor" and "prime contract;"
 - 2) The term "Government," "Contracting Officer" and equivalent phrases shall mean "LANS and/or LAN'S representative"; except the terms "Government" and "Contracting Officer" do not change:
 - (i) In the phrases "Government Property," "Government-Furnished Property," and "Government-Owned Property,"
 - (ii) In any patent clauses incorporated herein;
 - (iii) When a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or his duly authorized representative;
 - (iv) When title to property is to be transferred directly to the Government;
 - (v) When access to proprietary financial information or other proprietary data is required except for authorized audit rights; and
 - (vi) Where specifically modified herein.
 - 3) For authorized audit rights, the term "Contracting Officer, or an authorized representative of the Contracting Officer" shall also include "LANS, or an authorized representative of LANS."
- (d) The following clauses apply to this subcontract regardless of the amount of the subcontract price, unless otherwise noted:
 - 3-1 DEAR 952.250-70, Nuclear Hazards Indemnity Agreement (Jun 1996)
- (e) The following clauses apply only if the Subcontractor requires access to classified information or a significant amount of special nuclear material, or requires the issuance of personnel security access authorization(s) in order to perform the work required by the subcontract:
 - 3-2 DEAR 952.204-2, Security (May 2002)
 - 3-3 DEAR 952.204-70, Classification/Declassification (Sep 1997)
 - 3-4 DEAR 970.5204-1, Counterintelligence (Dec 2000)

4. LANL 130, Subcontracts with LANS' Team Members and Team Member Affiliates (Jul 2006)

- (a) As used in this provision:

Appendix A
Los Alamos National Laboratory
GENERAL PROVISIONS
INTEGRATED CONTRACTOR ORDERS - WORK ON-SITE

- 1) Team Members means any of the following entities: Bechtel National, Inc., the Regents of the University of California, Washington Group International, Inc., BWX Technologies, Inc., Professional Project Services, Inc. and DreamTech Solutions, LLC doing business as Ngenuity.
 - 2) Team Member Affiliate means any person or entity which is a wholly owned, majority owned, or otherwise an affiliate of any Team Member. The term 'affiliate' is defined at FAR. 2.101.
 - (b) Because of restrictions in the contract between NNSA and LANS concerning the payment of fee or profit when subcontracting with any Team Member or any Team Member Affiliate, as well as Organizational Conflict of Interest concerns, neither a Subcontractor nor any tier of its lower tier subcontractors or suppliers shall enter into a subcontract with any Team Member or any Team Member Affiliate to provide goods or services under this subcontract without the advance written approval of the Contract Administrator.
 - (c) Subcontractors shall include the substance of this provision in all lower tier subcontracts and purchase orders.
5. LANL 220, New Mexico Gross Receipts Tax (Jul 2006)
- The Subcontractor is required to pay such New Mexico Gross Receipts Tax (NMGRT) as may be required by law. LANS will issue a New Mexico Nontaxable Transaction Certificate (NTTC) to all Subcontractors who provide goods or services to LANS, on the condition that the Subcontractor only use the NTTC as permitted by New Mexico law. In no event will the payment of NMGRT by the Subcontractor or its immediate and lower-tier subcontractors be considered an allowable cost under this subcontract if the Subcontractor or its immediate and lower-tier subcontractors are eligible for applicable deductions or exemptions from NMGRT under New Mexico law.
6. LANL 301, Environment, Safety, and Health--Work Planning and Execution (Apr 2006)
- (a) For purposes of this clause, the term "employee" includes subcontractor employees at any tier.
 - (b) The Subcontractor shall perform the subcontract work safely, in a manner that ensures adequate protection for employees, the public, and the environment. The Subcontractor shall exercise a degree of care commensurate with the work and the associated hazards. The Subcontractor shall ensure that management of environmental, safety, and health (ES&H) functions and activities are an integral and visible part of the Subcontractor's work planning and execution processes. The Subcontractor shall, in the performance of the work, ensure that:
 - 1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those employees, at whatever tier, managing and supervising the work.
 - 2) Clear and unambiguous lines of authority and responsibility for ES&H matters are established and maintained.
 - 3) Employees possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
 - 4) Resources are effectively allocated to address ES&H considerations and ES&H issues are given priority.
 - 5) Before work is performed, the associated hazards are evaluated and ES&H standards and requirements are established for the work, which if properly implemented, provide adequate protection for employees, the public, and the environment.

Appendix A
Los Alamos National Laboratory
GENERAL PROVISIONS
INTEGRATED CONTRACTOR ORDERS - WORK ON-SITE

- 6) Administrative and engineering controls to prevent injury to employees and harm to the environment are tailored to the hazards of the work being performed.
 - (c) In order to accomplish the requirement of paragraph (b) above, the Subcontractor shall have in place safety management procedures which assure that:
 - 1) before work is performed, the scope of the work is defined; hazards associated with the work are identified and analyzed; and hazard controls are developed and implemented; and
 - 2) during performance, the work is carried out within the controls developed and feedback on the adequacy of the controls is provided to improve overall safety management.
 - (d) The Subcontractor shall comply with ES&H requirements of all applicable laws and regulations and with DOE Directives and other requirements which are identified in the subcontract. The Subcontractor shall cooperate with federal and state agencies having jurisdiction over ES&H matters under the subcontract.
 - (e) The Subcontractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements. If the Subcontractor fails to provide resolution or if, at any time, the Subcontractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the Contract Administrator may issue an order stopping work in whole or in part. Any stop work order issued by the Contract Administrator under this clause (or issued by the Subcontractor to a lower-tier subcontractor) shall be without prejudice to any other legal or contractual rights of LANS. In the event that the Contract Administrator issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the Contract Administrator. The Subcontractor shall not be entitled to an extension of time or additional fee, costs, or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.
 - (f) Regardless of the performer of the work, the Subcontractor is responsible for compliance with ES&H requirements applicable to the work.
 - (g) The Subcontractor shall include a clause substantially the same as this clause in subcontracts under the subcontract for work on site. The Subcontractor is responsible for flowing down to its subcontractors any other requirements of the subcontract related to ES&H matters to the extent necessary to ensure subcontractors' compliance with such requirements.
7. LANL 303, Control and Removal of Subcontractor Employees Working on Site (Apr 2006)
- (a) The Subcontractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, integrity, and compliance with subcontract requirements including site-specific requirements. Should the Contract Administrator determine that an employee of the Subcontractor or its lower-tier subcontractors fails to meet any of these standards, the Subcontractor shall immediately remove such person from the work site, and that person shall not again, without written permission of the Contract Administrator, be allowed back on the work site.
 - (b) LANS, in its sole discretion, may temporarily or permanently bar from the work site and any location at the Laboratory any employee of the Subcontractor or its lower-tier subcontractors who does not work in a safe manner, as demonstrated either by repeated violations or a single serious violation of safety requirements applicable to the subcontract work.
 - (c) The Subcontractor will not be compensated for any costs resulting from its removal of employees from the work site or from LANS barring an employee from the work site and the Laboratory.

Appendix A
Los Alamos National Laboratory
GENERAL PROVISIONS
INTEGRATED CONTRACTOR ORDERS - WORK ON-SITE

- (d) The Subcontractor shall include this clause, including this paragraph (d) in all lower-tier subcontracts which require work to be performed at LANL.

8. LANL 304, Compliance with Laboratory Site Health and Safety Requirements (Apr 2006)

- (a) The Subcontractor shall comply and shall be responsible for the compliance of its lower-tier subcontractors with all DOE/NNSA and Laboratory health and safety requirements, including reporting requirements, and with the regulations and standards of the Occupational Safety and Health Administration (OSHA). In addition the Subcontractor shall require its employees and the employees of its lower-tier subcontractors to comply with Los Alamos National Laboratory Administrative Manual (AM) 110, Substance Abuse to the same extent as LANS' employees.
- (b) If requested by the Contract Administrator, the Subcontractor shall submit a safety management program and implementation plan to the Contract Administrator for review and approval. Such program and plan, if required, shall be submitted within 25 Days of the effective date of the subcontract.
- (c) Failure of the Subcontractor to comply with the health and safety requirements identified in this clause and other clauses of the subcontract, or with any corrective action directed by the Contract Administrator to achieve compliance with such requirements, shall be cause for the Contract Administrator, in his/her sole discretion, to suspend work under the General Provision entitled *Environment, Safety, and Health—Work Planning and Execution*, or to terminate the subcontract for default under the General Provision entitled *Termination for Cause*. A suspension of the subcontract work or a termination of the subcontract for failure to comply with health and safety requirements will be considered in determining whether the Subcontractor, or any of its lower-tier subcontractors whose actions led to the suspension or default termination, is a responsible bidder or offeror for any subsequent subcontract with LANS.

9. LANL 308, On-site Use of Radioactive Devices (Jun 2002)

No radioactive material may be used or stored at the work site unless approved in advance in writing by the Contract Administrator.

10. LANL 309, Liability for Fines and Penalties (Apr 2006)

The Subcontractor shall be responsible, at no expense to LANS, for the payment of all fines, penalties, and other assessments imposed as a result of the Subcontractor's performance of the subcontract work. If the fine, penalty, or other assessment results in part from the actions or failure to act of LANS or its employees, LANS will be responsible for its *pro rata* share of such fine, penalty, or assessment. If, for any reason, LANS is required to pay the fine, penalty, or other assessment for which the Subcontractor is liable under this clause, the subcontract price or allowable costs, as applicable, shall be reduced by the amount of such fine, penalty, or other assessment.

11. LANL 310, Security Procedures (Jul 2006)

- (a) Badges Required for Work on Site. All employees of the Subcontractor and its lower-tier subcontractors who will be assigned to work on site at LANL, hereinafter called "Subcontract Worker(s)", must obtain a badge issued by the LANL Badge Office. Badges will be Uncleared, L Cleared, or Q Cleared, as appropriate for the type and the location of work. Unless otherwise provided in this clause, the Subcontractor shall make requests for badges through the Subcontract Technical Representative (STR) or through the Contract Administrator. Note: Successful completion of General Employee Training (GET) is required for all Subcontract Workers who will be on site for 10 days or more within a one year period.

Appendix A
Los Alamos National Laboratory
GENERAL PROVISIONS
INTEGRATED CONTRACTOR ORDERS - WORK ON-SITE

- (b) Final Payment and Disposition of Badges. All badges issued by the LANL Badge Office are accountable. It is the Subcontractor's responsibility to ensure that badges issued to Subcontract Workers are returned to the LANL Badge Office immediately upon demand, upon completion of the subcontract, when no longer needed or valid, or if a badge is damaged. The Contract Administrator may withhold final payment to the Subcontractor until all badges are returned or as otherwise directed by the Contract Administrator.
- (c) Non-U.S. Citizens on the Work Site. The Subcontractor shall take effective measures to determine the citizenship of all Subcontract Workers and shall not permit persons who are not United States citizens to enter the work site except as provided in this clause. If the Subcontractor intends to employ non-U.S. citizens, the Subcontractor must comply with LANL Foreign Visits and Assignments requirements, and obtain approval for such individuals to enter the work site pursuant to those requirements. Copies of the Foreign Visits and Assignments requirements may be obtained from the Contract Administrator. There is no assurance that LANS will grant any particular request for access by a non-U.S. citizen pursuant to these procedures. The presence of non-U.S. citizens on the work site without appropriate approval could result in termination of the subcontract.
- (d) Name, Address, Social Security Number and Citizenship of Subcontract Workers. Upon request by the Contract Administrator, the Subcontractor shall provide the full legal name of any Subcontract Worker together with such individual's date of birth, address, social security number and citizenship.
- (e) Actions Affecting Security Fences. The Subcontractor shall make arrangements through the Contract Administrator to assure that adequate access control is maintained at any temporary opening. At the end of each work day, the Subcontractor shall repair, replace, or provide adequate barriers to preclude unauthorized entry into Security Areas through the holes dug or cuts in security fences or through modified gates or other alteration of the security perimeters. Such work shall be inspected and approved by the Contract Administrator or his/her designee.
- (f) Persons and Personal Property Subject to Search. All persons and their personal property are subject to search when on LANL grounds or LANS' leased facilities. Persons entering these premises shall conduct themselves in accordance with Federal and State laws, and LANL requirements.
- (g) Access to Areas Requiring "L" or "Q" Clearances.
- 1) Prior to performing any work on site, the Subcontractor shall meet with security representatives from SEC-PPS1 Requirement Integration Team to review security measures that apply to the subcontract work and Subcontract Workers.
 - 2) All Subcontract Workers shall possess a DOE "uncleared", "L" or "Q" access authorization or have been issued a generic uncleared U.S. citizen visitor's badge. Those Subcontract Workers who have been issued generic uncleared U.S. citizen visitor's badges shall be escorted at all times by a person possessing a DOE "Q" or "L" access authorization as appropriate for the area.
 - 3) The following procedures apply in order to obtain a generic uncleared U.S. citizen visitor's badge for uncleared U.C. citizens:
 - (i) The Subcontractor shall submit to the STR or Contract Administrator the following information for each Subcontract Worker:
 - (A) full name as shown on picture identification;
 - (B) name of company person is employed by; and
 - (C) verbal affirmation of U.S. citizenship.

Appendix A
Los Alamos National Laboratory
GENERAL PROVISIONS
INTEGRATED CONTRACTOR ORDERS - WORK ON-SITE

- (ii) The Subcontractor shall submit to the Contract Administrator the full name, the company name, and Z number of each individual who will act as Escort.
 - 4) Payment for escort services shall be the responsibility of the Subcontractor, unless otherwise specified in the subcontract.
 - 5) Escorts must maintain visual contact with all uncleared personnel at all times. One individual may escort no more than five persons.
 - 6) Each escort will be issued a block of a generic uncleared U.S. citizen visitor's badges that the escort is to issue and collect each day. All uncleared Subcontract Workers must carry a valid, government issued photo identification, such as a driver's license, while in the security area.
 - 7) The Subcontractor shall submit to the Contract Administrator the make, year, and license number of all vehicles that are to access the site, as well as a description of all self-propelled equipment to be used in the site.
 - 8) Alcoholic beverages, dangerous weapons, explosives, and other dangerous instruments or material likely to produce substantial injury or damage to persons or property are prohibited from being brought on site. Approval must be obtained from the Contract Administrator prior to:
 - (i) bringing 2-way radios and 2-way pagers on site; when requesting approval, the Subcontractor shall provide the Contract Administrator with a list of the type of equipment, receiver and/or transmitter, make, model, and operating frequency range;
 - (ii) taking photographs or video on site; and
 - (iii) taking equipment such as cameras, cellular phones, computers, or other personal electronics into any security area.
 - 9) Vehicles driven by uncleared drivers delivering construction materials or other supplies will be permitted to enter security areas provided they have been issued a generic uncleared U.S. citizen visitor's badge and are under escort by personnel possessing "Q" or "L" access authorization as appropriate for the delivery site.
 - 10) Procedures and policies for Security Badges can be found in LANL Laboratory Implementation Requirements LIR 406-00-02.0, Classified Security, Attachment 18, *Escorting U.S. Citizens in Security Areas*. The Contract Administrator will provide a hard copy of this LIR upon request by the Subcontractor.
- (h) "L" or "Q" Clearance Process and Badging.
- 1) Prior to the issuance of "L" or "Q" badges to Subcontract Workers, the Subcontractor shall have submitted and obtained a favorable Foreign Ownership, Control, or Influence (FOCI) determination.
 - 2) The Subcontractor shall comply with and respond to inquiries from the SEC-PSS6 Personnel Security's FOCI Office. Inquiries will include, but are not limited to, the timely completion of company FOCI updates annually and every 5 years. The Subcontractor shall notify the FOCI Office and the Contract Administrator of any changes in facts and circumstances surrounding the FOCI determination.
 - 3) For each Subcontract Worker or designated key management personnel to be processed for an "L" or "Q" access authorization, the Subcontractor shall:

Appendix A
Los Alamos National Laboratory
GENERAL PROVISIONS
INTEGRATED CONTRACTOR ORDERS - WORK ON-SITE

- (i) Notify the appropriate LANL organization for which the subcontract work is to be performed to provide the SEC-PSS6 Clearance Processing Office with a completed DOE Form 472.1C, Clearance Request/Recertification/Suitability Form, for each individual being submitted for a clearance.
- (ii) Follow the instructions provided by the Clearance Processing Office in completing all required documentation related to the processing of clearance actions.
- 4) If a clearance is granted, the cleared Subcontract Worker shall attend an indoctrination security lecture before issuance of the badge. Badges will be valid for the duration of the subcontract or the duration of employment, whichever is shorter.
- 5) All cleared Subcontract Workers will be required to complete a security briefing annually in order to keep their clearance and badge active.
- 6) All Subcontract Workers shall display security badges on their outer clothing above the waistline while on LANL property, including leased facilities, and shall remain within their assigned work areas. Subcontract Workers shall remove security badges from sight after leaving LANL property.
- (i) Time and Cost of Complying with Security Requirements. The requirements for securing eligible personnel and proper personnel security clearances for work within "L" and "Q" clearance areas and for complying with other security regulations and procedures shall not be considered cause for an extension of time for performance of the subcontract work or for extra payments under the subcontract. The cost of processing DOE "Q" or "L" access authorizations, however, will be borne by the Government.
- (j) Responsibility for Protection of Property. Notwithstanding the fact that the subcontract work is being performed within a DOE-posted area, a "Q" Cleared Area, or an "L" Cleared area, the Subcontractor shall be responsible for protection of property associated with the subcontract work.
- (k) Security Termination Process. For each event specified below, the Subcontractor shall conduct, or have conducted by its lower-tier subcontractors, a Security Termination Statement briefing with affected Subcontract Worker(s). Upon completion of the briefing, the Subcontractor shall submit a completed Security Termination Statement, DOE Form 5631.29, to the SEC-PSS6 Clearance Processing Office, and shall return badges as indicated in the table below to the same office. Such actions shall be carried out within 2 working days of an event described in the first column of the table.

Event	Do Termination Briefing & Submit DOE Form 5631.29	Return These Badges
Subcontract Worker's employment terminated	Individual Subcontract Worker	Subcontract Worker's badge, whether cleared or uncleared, including expired
Subcontract Worker transferred from subcontract	Individual Subcontract Worker	Subcontract Worker's badge, whether cleared or uncleared, including expired
Clearance no longer required	All Subcontract Workers	"L" or "Q", including expired
Subcontractor's FOCI approval withdrawn / terminated	All Subcontract Workers	"L" or "Q", including expired
Subcontract completed / terminated	All Subcontract Workers	All badges, whether cleared or uncleared, including expired

- (l) Lost or Stolen Badges. If a badge is lost, the Subcontractor shall ensure that the individual badge holder comes to the Badge Office and files a written affidavit of such, using a Notification of

Appendix A
Los Alamos National Laboratory
GENERAL PROVISIONS
INTEGRATED CONTRACTOR ORDERS - WORK ON-SITE

Permanent Inactivation of Badge form (Laboratory Form 1672, or as amended or superseded), in order to obtain a replacement badge. If a badge is stolen, the individual badge holder must file Laboratory Form 1672 as above, report the theft to the Contract Administrator and to the LANL Security Inquiry Team at 665-3505.

(m) Reporting Security Incidents. The subcontractor shall immediately report to the LANS line manager supervising the work performed under this subcontract, and to the LANL Security Inquiry Team at (505) 665-3505, any occurrence witnessed or committed that:

- 1) does not comply with security requirements in this clause, or
- 2) may result in the loss of government-owned property, or
- 3) may compromise the protection of government-owned information, or
- 4) may have the affect of reducing LANL security program effectiveness, or
- 5) could result in adverse public or media attention.

12. LANL 311, Operations Security Program (Jun 2002)

The Subcontractor shall implement and sustain a DOE Operations Security (OPSEC) Program in accordance with the provisions of the LANL manual entitled "Operations Security Program Guidance for LANL Subcontractors." The Subcontractor may obtain copies of this manual from the Contract Administrator.

13. LANL 312, Special Radiological Conditions (Aug 2006) [This clause applies only if work is performed on-site at Los Alamos National Laboratory within a radiation controlled area.]

(a) Compliance with Procedures

The Subcontractor shall ensure that all persons under its control, (hereinafter referred to as Subcontractor Personnel, which term includes, but is not limited to the employees, owners, guests, and invitees of the Subcontractor and its lower tiered subcontractors of every tier), comply with the requirements of 10 CFR 835, this provision, and the LANL Radiation Protection Program, a copy of which may be obtained from the Contract Administrator.

(b) Allowable Exposure Limits

- 1) The Subcontractor shall manage the work to insure that the radiation dose limits specified in 10 CFR 835 are not exceeded for Subcontractor Personnel. The Subcontractor shall keep records of current radiation dose status for all Subcontractor Personnel to ensure that each individual's dose is kept below 2.0 rem per calendar year, except with the prior written approval by the Contract Administrator.
- 2) Subcontractor Personnel less than 18 years of age shall be excluded from areas posted for radiation hazards.
- 3) In any case where the external dose status of an individual becomes uncertain, or when administrative controls have been exceeded due to an unplanned radiation dose, such individual(s) shall be prohibited from further work in areas posted for radiological hazards without the prior written authorization from the Contract Administrator.
- 4) All exposures to radiation shall be maintained as low as reasonably achievable.

Appendix A
Los Alamos National Laboratory
GENERAL PROVISIONS
INTEGRATED CONTRACTOR ORDERS - WORK ON-SITE

- 5) Declared pregnant workers are subject to the Reproductive Health Assistance Program process and the 10 CFR 835 dose limit of 500 mrem during the 9 month gestation period.

(c) Modification of Requirements for Areas Posted for Radiological Hazards

- 1) If the type or amount of radioactive material encountered by Subcontractor Personnel is different than expected, the Contract Administrator may modify or change subcontract requirements pertaining to radiation controls relating to, but not limited to, dose limits, boundaries, permissible exposure rates, protective clothing, and exposure time of personnel.
- 2) Subcontractor work may be suspended in the following instances:
 - a) Unanticipated discovery of contamination
 - b) Unanticipated increase in dose rates
 - c) Reaching hold points specified in work control documents
 - d) Noncompliance with required controls, procedures, or practices
 - e) When directed to suspend work by LANS personnel providing radiological support and oversight.

(d) Radiological Training and Medical Examination

- 1) The Subcontractor shall require all Subcontractor Personnel to attend training as required by the Laboratory. At a minimum, Subcontractor Personnel performing radiological work shall be required to successfully complete Radiological Worker Training prior to initial entry in areas posted for radiological hazards. All Subcontractor Personnel are required to attend daily safety briefings (approximately 15 minutes) prior to start of each day's work.
- 2) The Subcontractor shall obtain a medical clearance for Subcontractor Personnel required to use a respirator prior to: (1) the training in the proper use of a respirator; (2) fitting for a respirator; and (3) the first entry into an area posted for radiological hazards where a respirator is required. The Subcontractor shall further obtain such follow-up medical clearances as may be required by the Contract Administrator. The Subcontractor may obtain OSHA Respirator Medical Evaluation Questionnaires from OSHA or from the Contract Administrator.
- 3) Significant time is required to perform necessary radiation protection steps for working in areas posted for radiation hazards. All time spent by Subcontractor Personnel in orientation, radiation training, medical examinations and preparation for entry into and exit from an area posted for radiation hazards shall be at the expense of the Subcontractor. Listed below are some examples of estimated time requirements:
 - a) Approximately 2 hours per person for respirator fitting;
 - b) Approximately 1 to 2 hours per day for donning and removing of protective clothing and/or equipment; and
 - c) Up to 4 hours per session for radiological worker training and facility specific radiological training.

Appendix A
Los Alamos National Laboratory
GENERAL PROVISIONS
INTEGRATED CONTRACTOR ORDERS - WORK ON-SITE

- 4) All Subcontractor Personnel working in areas posted for radiological hazards where respiratory protection is or may be required, and all Subcontractor Personnel required to be fitted for respiratory protection shall remove facial hair that could interfere with the fit of the device prior to beginning work in that area or appearing for fitting of the respiratory protection.

(e) Control of Personnel Entering an Area Posted for Radiological Hazards

- 1) Unless otherwise directed by the Contract Administrator, the Subcontractor shall not permit Subcontractor Personnel to enter an area posted for radiological hazards unless a LANS representative is present to specify the protective clothing and radiation instruments to be used, to provide radiation monitoring services, and to provide any other necessary service with respect to control of radiation and/or contamination.
- 2) The Subcontractor shall have and maintain a daily log of all work in an area posted for radiological hazards. The log shall include a description of the work activity and the names of Subcontractor Personnel assigned to each work activity. The log shall be made available to the Contract Administrator or Subcontract Technical Representative (STR) upon request. Each day prior to commencement of work in an area posted for radiological hazards, the Subcontractor shall provide to the STR the name, social security number and previous radiation exposure history for all Subcontractor Personnel assigned to work in an area posted for radiological hazards.

(f) Use of Protective Clothing, Respiratory Equipment, and Dosimeters

- 1) All Subcontractor Personnel working in or entering an area posted for radiological hazards may be required to wear protective clothing or personal protective equipment provided by the Laboratory. Removal of outer personal clothing may also be required.
- 2) Personal items normally worn and/or carried in clothing pockets shall be removed prior to entering/working in an area posted for radiological hazards. These items include watches, rings, jewelry, keys, knives, etc.
- 3) All Subcontractor Personnel will be required to wear dosimeters provided by the Laboratory when in an area posted for radiological hazards as specified for the work area and/or activity. Dosimeters shall be exchanged on a monthly basis. The Subcontractor shall ensure that Subcontractor Personnel cooperate with Laboratory personnel in the exchange of dosimeters and the use of electronic personnel dosimeters as specified.
- 4) LANS will determine the requirements for and provide all necessary protective clothing and equipment for proper respiratory protection in areas posted for radiological hazards.

(g) Control of Personal Habits

Subcontractor Personnel shall not eat, drink, smoke, or perform any act that could cause personal contamination while within an area posted for radiological hazards. Subcontractor Personnel will be allowed to smoke, drink, and use toilet facilities in a designated area only upon the removal of the outer layer of protective clothing (if two layers of protective clothing are required) and completion of a radiological survey for possible contamination. Food may be consumed outside of an area posted for radiological hazards only after complete removal of ALL protective clothing and the completion of a radiological survey for possible contamination (as required by the facility or activity).

Appendix A
Los Alamos National Laboratory
GENERAL PROVISIONS
INTEGRATED CONTRACTOR ORDERS - WORK ON-SITE

(h) Temporary Support Facilities

The Subcontractor shall locate its offices, latrines, lunchroom, and all other facilities not essential for work within an area posted for radiological hazards, in areas designated or approved by the Contract Administrator outside of an area posted for radiological hazards.

(i) Control of Personnel Leaving an Area Posted for Radiological Hazards

- 1) All Subcontractor Personnel leaving an area posted for radiological hazards are subject to facility and/or activity requirements for personal contamination monitoring which requires approximately one (1) to five (5) minutes per person per exit in addition to contamination monitoring of equipment, tools, and other materials taken into the area.
- 2) LANS will periodically survey areas for possible contamination whether or not an area posted for radiological hazards is established within the Subcontractor's work area. Any decontamination services required will be performed by LANS.
- 3) The Subcontractor shall ensure that Subcontractor Personnel participate in Laboratory internal and external dosimetry programs including submittal of bioassay samples as directed by the Contract Administrator. The bioassay samples or tests may include, but not be limited to, urine samples, nose swipes, and whole body count.

(j) Decontamination of Individuals

Should contamination be detected on a person being surveyed, the individual will be properly decontaminated in accordance with the LANL Radiation Protection Program.

(k) Disposition of Contaminated Subcontractor Property

- 1) The Subcontractor agrees to submit to LANS for survey and decontamination and for destruction or other disposal, if LANS should determine that decontamination is impracticable, any equipment, tools, or other personal property brought into an area posted for radiological hazards by Subcontractor Personnel.
- 2) Contamination monitoring may be performed when property is removed from an area posted for radiological hazards and may also be performed before the movement of any such property from one location to another within LANL.

14. LANL 314, Laws, Regulations, DOE Directives, and LANL Policies (Jan 2007)

- (a) In performing work under this subcontract, the Subcontractor shall comply with the requirements of applicable federal, state, and local laws and regulations, including DOE regulations. The Subcontractor shall also comply with DOE Directives, NNSA Policy Letters, and Laboratory policies and procedures, or parts thereof, which are identified in the subcontract or are brought to the Subcontractor's attention. Copies of any such directives, letters, policies and procedures will be provided to the Subcontractor by the Contract Administrator upon request.
- (b) Except as otherwise provided by the Contract Administrator, the Subcontractor shall, without additional expense to LANS, procure all necessary permits and licenses required for performance of work under the subcontract.
- (c) Regardless of the performer of the work, the Subcontractor is responsible for compliance with the requirements of this clause. The Subcontractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the Subcontractor's

Appendix A
Los Alamos National Laboratory
GENERAL PROVISIONS
INTEGRATED CONTRACTOR ORDERS - WORK ON-SITE

compliance with the requirements. Consequently, the Subcontractor shall include this clause, including this paragraph (c) in any lower-tier subcontracts issued pursuant to this subcontract for work to be performed on site at LANL.